

APPLICATION FORM



Date:

Flat No.....Application dt...../...../.....

Customer Code Net BSP

Auth. Sign.....

M/s. Aisshpra Lifespaces
2nd Floor, Baldev Plaza
Golghar, Gorakhpur (U. P.)
India.

Sub: Application for Allotment of Apartment in "Paalm Heights", Paalm Paradise, Taramandal, Gorakhpur, U. P.

Dear Sir,

I/We, the undersigned, request for the allotment of a Residential Apartment in your Group Housing Colony "Paalm Heights" being developed by Aisshpra Lifespaces (ALS) in Taramandal, Gorakhpur, U. P.

I/We remit herewith a sum of Rs./- (Rupees
..... only) by Cheque / Demand Draft No. dated drawn on
..... towards Registration Money for the said apartment,
which may be treated as non-refundable Booking Amount.

In the event of ALS agreeing to allot a Residential Apartment in the subject Project, I/we agree to pay further installments of total Sale Price and all other dues, charges and taxes as stipulated in this Application or which may be levied by the Government and the Terms and Conditions for Allotment of Apartment and the Payment Plan as explained to me/us by ALS and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/we do not become entitled to the provisional and/or final allotment of a Residential Apartment notwithstanding the fact that ALS may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the necessary documents/affidavit and Builder Buyer Agreement on ALS's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon ALS. I/We confirm and undertake that upon acceptance of my/our payment by ALS and allotment of apartment, I/we shall be bound to purchase the same and shall execute all the necessary documents/affidavits including Builder Buyer Agreement. If, however, I/we withdraw/cancel this application or I/we fail to execute and return the Builder Buyer Agreement within thirty (30) days from the date of its dispatch by ALS, then ALS may at its sole discretion treat my/our application as cancelled and in that event the application money paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that ALS has the sole right and discretion to decide on the location of the building on the Land and I/we also understand and agree that the dimensions, size and the location of provisional allotment, if any, may change and further I/we shall not have objection to the same in any manner, whatsoever. I/We are making this application with the full knowledge that the construction of the said Residential Apartment is yet to commence and ALS shall make the allotment of apartment in due course of time, subject to availability.

I/We agree to abide by the terms and conditions of this Application including those relating to Payment of Sale Price and other charges, forfeiture of application money as laid down herein and the execution of the Builder Buyer Agreement within the period stipulated therein.

My/Our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms./M/s.....

S/W/D of Age..... years

Please affix
your Photograph
here

.....
Applicant(s) Signature

Nationality Profession/Business

Residential Status: (.....) Resident Indian (.....)/NRI (.....) Foreign National of Indian Origin

Income Tax Permanent Account No..... Ward / Circle /

Special range and place where assessed to income tax.....

Mailing Address.....

City State..... PIN.....

Tel No. 1) 2)..... Fax No.....
(Residential) (Office)

E-mail ID:..... Mobile:.....

Please affix
your Photograph
here

2. SECOND APPLICANT

Mr./Mrs./Ms./M/s.....

S/W/D of Age..... years

Nationality Profession/Business

Residential Status: (.....) Resident Indian (.....)/NRI (.....) Foreign National of Indian Origin

Income Tax Permanent Account No..... Ward / Circle /

Special range and place where assessed to income tax.....

Mailing Address.....

City State..... PIN.....

Tel No. 1) 2)..... Fax No.....
(Residential) (Office)

E-mail ID:..... Mobile:.....

(hereinafter singly/ jointly, as the case may be, referred to as "the Intending Allottee" which expression shall unless repugnant to the context or meaning thereof include his / her heirs, executors, administrators, individual representatives, successors and assigns)

Applicant(s) Signature

DETAILS OF THE RESIDENTIAL APARTMENT TO BE PURCHASED

Type	Tower No.	Unit No.	Floor	Super Area sq. ft. sq. mtr.		Terrace Area sq. ft. sq. mtr.		Rate/sft. (BSP in Rs.)

*1 sq. mtr. = 10.764 sq. ft.

PAYMENT PLAN: DOWN PAYMENT PLAN ☐

CONSTRUCTION LINKED PLAN ☐

APARTMENT / PRICE DETAILS	RATE (Rs.)	Super Area (sq. ft.)	Total (Rs.)
1. Basic Sale Price	/sq. ft.	.....	.....
2. Preferential Location Charges			
a) Park Facing	/sq. ft.	.....	.....
b) Facing Green	/sq. ft.	.....	.....
c) Other.....	/sq. ft.	.....	.....
3. EDC / IDC / Other Dev. Charges	/sq. ft.	.....	.....
4. Addnl. Infrastructure Facility Charge	/sq. ft.	.....	.....
5. Right to use Car Parking Space			
(.....No. Open)	.....		.....
(.....No. Covered/Basement)	.....		.....
6. Electrification & 1 KW Mandatory Power back-up	/sq. ft.	.....	.....
7. Optional Power back-up Charges:.....KW	/KW		.....
8. Fire Fighting Charges:	/sq. ft.	.....	.....
Total Sale Consideration			.....
9. Smart City Charge	.....		.....
10. Interest-free Maintenance Sec. Deposit (IFMS)	/sq. ft.	.....	.....
11. Sinking Fund Deposit	/sq. ft.	.....	.....
12. Any Other Charges.....	/sq. ft.	.....	.....
GRAND TOTAL			.....

Total Price does not include Stamp Duty, Registration Charges, expenses for execution of Sale Deed, Transformer Charges, Utilities Connection Charges, Service Tax/any other cess/levy as may become applicable, etc. which shall be borne and paid by the Applicant(s) to ALS. The Applicant(s) shall pay to ALS, all such expenses, as and when demanded by ALS.

DECLARATION

I/We, the above Applicant(s), do hereby declare that the above particulars/information given by me/us are true and correct to the best of my/our knowledge and no material fact has been concealed therefrom. Also I/we agree to all Terms and Conditions as mentioned in Annexure-I.

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Applicant(s) Signature

Annexure - I

TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF A RESIDENTIAL APARTMENT IN THE GROUP HOUSING PROJECT "PAALM HEIGHTS", PAALM PARADISE, TARAMANDAL, GORAKHPUR, U. P.

1. TITLE

The Applicant(s)/Intending Allottee(s) has/have fully satisfied himself/herself/themselves about the right, title and interest of Aishshpra Lifespaces (ALS) in the land on which the proposed Project "Paalm Heights" is to be developed and have understood all the limitations and obligations in respect of it and there will be no further investigation or objection from the Applicant(s)/Intending Allottee(s).

2. ALLOTMENT

- a) The allotment shall be made on a first-come-first-serve basis.
- b) The final allotment shall be entirely at the discretion of ALS, which has the right to reject any application without assigning any reason whatsoever.
- c) Upon acceptance of the Application, the Applicant(s)/Intending Allottee(s) shall be required to execute the Builder Buyer Agreement on ALS's standard format, within 30 days of its dispatch by ALS, failing which ALS shall have the right to cancel the allotment and forfeit the Earnest Money and allot/sell the said Apartment to anyone else or use it for any other purpose as it may deem fit.
- d) If for any reason ALS is not in a position to allot the Apartment/Unit applied for, ALS shall be responsible to consider for an alternate Apartment and in case of failure to do so, refund the amount deposited without any interest and ALS shall not be liable for payment of any compensation on this account whatsoever.
- e) The Applicant(s)/Intending Allottee(s) is/are aware that ALS is in process of obtaining consent and approval of its Building Plans from the Gorakhpur Development Authority, U. P. In case, in the process of such approval, the plans shown to the Applicant(s)/Intending Allottee(s) are changed, then ALS shall have the sole discretion to allot an alternate Apartment. The Applicant(s)/Intending Allottee(s) have instructed ALS that if for any reason other than reasons attributable to the Applicant(s)/Intending Allottee(s), ALS is not in a position to finally allot the Said Apartment within a period of one year from the date of this Application, the Applicant(s)/Intending Allottee(s) shall have the option to take the refund of the Booking Amount by serving a 30 days Demand Notice on ALS and ALS shall refund the Booking Amount deposited without any interest.
- f) In case of NRI Allottee(s) or foreign national of Indian origin, the provisions of FEMA/RBI guidelines and any other law, as may be prevailing shall be applicable.

3. LAYOUT, PLANS AND AREAS

That it is made clear to the Applicant(s)/Intending Allottee(s) the meaning of super area and its use for the calculation of Sale Price and other charges in respect of the apartment proposed to be allotted. The Applicant(s)/Intending Allottee(s) has/have seen and accepted the plans, designs, specifications which are tentative and the Applicant(s)/Intending Allottee(s) authorize(s) ALS to effect suitable and necessary alterations / modifications in the layout plan/building plans/parking plans designs and specifications as ALS may deem fit or as directed by any competent authority(ies).

ALS shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary which may involve all or any of the changes namely change in its number, dimensions, height, size (+/-10%), area, layout or change in entire scheme. If there is any increase/decrease in the areas, revised price will be applicable at the original rate at which the Applicant(s)/Intending Allottee(s) booked the apartment/unit. The Applicant(s)/Intending Allottee(s) shall have the ownership of undivided proportionate share of land beneath the said building only.

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Applicant(s) Signature

4. TOTAL SALE CONSIDERATION

Total Sale Consideration means sale price of the said Apartment inclusive of the charges of the right to use the Parking Space(s), Preferential Location Charges, if the apartment is preferentially located, the cost of providing wiring and switches in the Said Apartment alongwith the EDC, IDC and/or any other development charges, Additional Infrastructure Facility Charges, Power back-up Charges, fire detection and fire-fighting equipment in the common areas within the Said Building/Said Complex, as prescribed in the fire fighting code/regulation under National Building Code 1983, No.3 of January, 1997 and does not include any other amounts, charges, security amount, etc., payable as per the terms and conditions of the Builder Buyer Agreement, including but not limited to taxes, increase in EDC/IDC, IFMS (including any increase therein), Sinking Fund, Utilities connection charge and charge for bulk supply of electric energy, Club Membership Charges, Common Area Maintenance Charges, property tax, additional preferential charges, increase in price due to increase in super area of the Said Apartment, stamp duty, registration charges and any incidental charges and any other charges payable as mentioned in the Builder Buyer Agreement. The Applicant(s)/Intending Allottee(s) will also be required to pay as and when demanded by ALS, the prorated share of any Value Added Tax, Service Tax, GST or any third party/statutory taxes, duties, charges, cess, fees, levies, etc. as may be found applicable to the present transaction or the subsequent Agreement to be executed by the Applicant(s)/Intending Allottee(s).

5. EDC, IDC / ANY OTHER DEVELOPMENT CHARGES

The EDC, IDC and/or any other development charges for the external and infrastructure services to be provided by the Government of U.P. through its designated authorities, as per the present rates forms a part of the Total Price of the Apartment. In case of any increase or upward revision in the EDC and/or IDC and/or other development charges in future, which may be applicable to the present transaction, the same shall be payable by the Applicant(s)/Intending Allottee(s) without any delay or demur, as and when demanded by ALS.

6. PREFERENTIAL LOCATION CHARGES (PLC)

The Applicant(s)/Intending Allottee(s) agree(s) that the PLC for the preferential location as described by ALS shall be payable additionally in the manner and within the time as stated in the Payment Plan. However, the Applicant(s)/Intending Allottee(s) confirm(s) that if due to any change in the layout/building plan, the said Apartment ceases to be in a preferential location, ALS shall be liable to refund only the amount of PLC paid by the Applicant(s)/Intending Allottee(s) and the same shall be adjusted in the last installment as stated in the Payment Plan. The Applicant(s)/Intending Allottee(s) further agree(s) that in the event, due to any change in the layout/building plan, if the Apartment becomes preferentially located, then the Applicant(s)/Intending Allottee(s) shall be liable to pay additional PLC as and when demanded by ALS.

7. ADDITIONAL INFRASTRUCTURE FACILITY CHARGES (AIFC)

The Applicant(s)/Intending Allottee(s) agree(s) that the AIFC for the additional infrastructural facilities as described by ALS, to be provided to the residents of the proposed Project by ALS shall be payable additionally in the manner and within the time as stated in the Payment Plan.

8. CAR PARKING

The Applicant(s)/Intending Allottee(s) shall separately pay for the right to use reserved / dedicated car parking space/slot allotted to him/her/them for exclusive use. It is made absolutely clear that the reserved/dedicated car parking space/slot allotted to the Applicant(s)/Intending Allottee(s) shall not form part of the common area in the Said Building / Complex for the purpose of the declaration which may be filed by ALS under The U. P. Apartment Ownership Act or any such other Act/Statute as may be applicable from time to time to the said Apartment/Building/Complex. Since the reserved/dedicated car parking space/slot is an integral amenity of the apartment proposed to be allotted, the Applicant(s)/Intending Allottee(s) undertake not to deal/transfer/dispose-off the same independent of the apartment proposed to be allotted. All clauses of this Application and the Builder Buyer Agreement pertaining to allotment, cancellation etc. shall apply mutatis mutandis to the parking space/slot. It is further made clear to the Applicant(s)/Intending Allottee(s) that the Applicant(s)/Intending Allottee shall have no right, title or interest in other unreserved covered/open parking spaces/slots, if any, available to visitors/other occupant/users in the said Building Complex and such parking spaces/slots shall be under the exclusive ownership of ALS and shall be dealt with by ALS at its own discretion as it may deem fit. It is specifically made clear that ALS may impose such terms and conditions as it may deem fit to make use by any person of such unreserved covered/open parking spaces/slots.

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Applicant(s) Signature



9. POWER BACK-UP CHARGES

ALS shall provide power back-up facilities to all the apartments in the proposed Project. The Applicant(s)/Intending Allottee(s) shall separately pay for the provision of power back-up at such rate as demanded by ALS and in the manner and within the time as stated in the Payment Plan.

10. MAINTENANCE AGREEMENT

The Applicant(s)/Intending Allottee(s) upon completion of the Said Building/Complex agree(s) to enter into a Maintenance Agreement with any association/body/condominium of apartment owners or any other nominee/agency/association(s) or other body as may be appointed / nominated by ALS from time to time for the maintenance and upkeep of the common services and common areas (apart from the internal area of the apartment) of the Said Group Housing Complex including the prorated share of the township of which the Said Group Housing Complex is a part and the Applicant(s)/Intending Allottee(s) undertake(s) to pay the maintenance bills for maintaining the various services and facilities at the rate determined by ALS or its nominated maintenance agency from the date of offer for possession on pro-rata basis irrespective whether the Applicant(s)/Intending Allottee(s) is in occupation of the Residential Apartment or not. In order to secure due performance of the Applicant(s)/Intending Allottee(s) in paying promptly the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s)/Intending Allottee(s) agrees to deposit, as per the Payment Plan and to always keep deposited with the Company an Interest Free Maintenance Security (IFMS) calculated on the basis of the super area of the apartment @Rs.50/- per sq. ft. (Rs.538/- per sq. mtr.) of Super Area.

11. TIME IS OF THE ESSENCE

Time is the essence of this Application. It shall be incumbent upon the Applicant(s)/Intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment/sale. In case payment of any installment, as may be specified, is delayed, the Applicant(s)/Intending Allottee(s) will have to pay interest on the amount of default calculated @18% p.a. compounded quarterly at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/amount without prejudice to ALS's right to cancel the allotment. Notwithstanding anything contained to the contrary herein, if the Applicant(s)/Intending Allottee(s) fail(s) to pay the installment alongwith interest within 75 days, from the due date, ALS shall forfeit the amount of earnest money/registration money deposited by him/her/them and in such an event allotment shall stand cancelled at the sole discretion of ALS and the Applicant(s)/Intending Allottee(s) shall be left with no right, title or interest in the said booking or apartment, if allotted and the company shall have the right to sell the said apartment to any other person. The sums, if any, paid over and above the earnest money shall be refunded without any interest by ALS after adjustment of interest on delayed payments, if any, due from the Applicant(s)/Intending Allottee(s). The Earnest Money shall be a sum equal to 20% of the Apartment's Basic Sale Price.

12. COMPLETION OF CONSTRUCTION/DELIVERY OF POSSESSION

- a) That the possession of the said Apartment is proposed to be delivered by ALS to the Applicant(s)/Intending Allottee(s) within 42 months (excluding a grace period of 6 months) from the date of approval of the Building Plans or date of execution of the Builder Buyer Agreement, whichever is later, subject to timely payment of the sale price, stamp duty and all other charges due and payable according to the Payment Plan applicable to the Applicant(s)/Intending Allottee(s) or as demanded by ALS and subject to fulfillment of all other terms and conditions of the Builder Buyer Agreement by the Applicant(s)/Intending Allottee(s) and subject further to force majeure clause. It is made clear that the Company shall be entitled to a grace period of six months for any reason, whatsoever.
- b) The Applicant(s)/Intending Allottee(s) agree(s) that in case ALS is unable to deliver the Said Apartment and/or allot the Parking Space(s) to the Applicant(s)/Intending Allottee(s) for his/her/their occupation and use due to :
- i) any legislation, order or rule or regulation made or issued by the Government or any other Authority(ies) or;
 - ii) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the proposed Apartment/ Building or;
 - iii) if any matter, issues relating to such approvals, permissions, notices, modifications by the competent authority(ies) become the subject matter of any suit/writ before a competent court or;

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Applicant(s) Signature

- iv) due to force majeure conditions;
In case of occurrence of one or more of the aforesaid eventualities, the Applicant(s)/Intending Allottee(s) is/are desirous of cancelling the allotment, in that event the Applicant(s)/Intending Allottee(s) shall only be entitled to refund of the advance amount, excluding any Service Tax or any other statutory levy, cess, paid by the Applicant(s)/Intending Allottee(s) without any interest. In such an event, the Applicant(s)/Intending Allottee(s) shall have no right, claim or interest of whatsoever nature or kind in the Project or the Said Apartment. In case, however, if the Applicant(s)/Intending Allottee(s) continue(s) to be willing to accept the allotment of the Apartment booked by him/her/them, ALS shall not be liable to pay any compensation to the Applicant(s)/Intending Allottee(s).
- c) In the event the Applicant(s)/Intending Allottee(s) fail(s) to take possession of the Apartment within 30 (thirty) days from the date of intimation offering possession in writing by ALS, the Applicant(s)/Intending Allottee(s) shall be liable to pay to ALS compensation as holding charges @Rs.5/- sft. (Rs.54/- per sq.mtr) of the super area per month and the maintenance charges as determined by ALS/Maintenance Agency for the entire period of such delay until the date when the physical possession is taken over by the Applicant(s)/Intending Allottee(s). If ALS fails to complete the construction of the Residential Apartment(s) within the period and subject to the conditions as stated in Clause 12(a) hereinabove and subject to Force Majeure Clause as mentioned hereinafter, ALS shall pay to the Applicant(s)/Intending Allottee(s) compensation @Rs.5/- sft. (Rs.54/- per sq.mtr) of the super area per month for the period of such delay.
- 13. APPLICANT'S/INTENDING ALLOTTEE'S COVENANTS**
- a) That the Applicant(s)/Intending Allottee(s) has /have fully read and understood these indicative terms and conditions and undertake to abide by the same.
- b) That the Applicant(s)/Intending Allottee(s) shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Builder Buyer Agreement and sign all applications and forms for the purpose.
- c) The Applicant(s)/Intending Allottee(s) agree(s) to sign and execute, as and when desired by ALS, ALS's standard Builder Buyer Agreement, the standard Maintenance Agreement and other documents/papers alongwith all their Annexures and agree to abide by the terms and conditions as laid down therein.
- d) The Applicant(s)/ Intending Allottee (s) agree(s) that/he/she/they has/have applied for the allotment of a residential apartment in the proposed "Paalm Heights", Paalm Paradise, Taramandal, Gorakhpur, U.P., with full knowledge of all the laws/notifications and rules applicable to the area in general and proposed Complex in particular which have been explained by ALS and understood by him/her/them. The Applicant(s)/Intending Allottee(s) have carried out independent investigation and undertake not to raise any dispute or objection in this respect pursuant to submission of this application.
- e) The Applicant(s)/Intending Allottee(s) has/have understood and agreed that this application for booking of the said apartment is subject inter alia to compliance with other terms and obligations to be observed by him/her/them, including the terms and conditions of the Builder Buyer Agreement that would be executed with ALS in due course and the Applicant(s)/Intending Allottee(s) further agree and undertake to abide by all these terms, conditions and obligations.
- f) The Applicant(s)/Intending Allottee(s) has/have clearly understood that submission of this signed Application Form and payment of the Booking Amount shall not and does not constitute a right to allotment of the apartment in the proposed Complex and it does not constitute or result in any obligation on ALS towards the Applicant(s)/Intending Allottee(s). The Applicant(s)/Intending Allottee(s) understand that ALS may at any time and at its sole discretion reject his/her/their application without assigning any reason whatsoever therefor.
- g) The Applicant(s)/Intending Allottee(s) hereby declare(s) that he/she/they is/are competent to make and submit the present application for booking of the apartment in the proposed Group Housing Complex and there is no legal or contractual impediment or restriction on the Applicant(s)/Intending Allottee(s) making this application or the payment tendered thereunder.
- h) The Applicant(s)/Intending Allottee(s) understand(s) that once submitted, this application cannot be revoked by him/her/them and in the event the Applicant(s)/Intending Allottee(s) withdraw the present application or if the Applicant(s)/Intending Allottee(s) do not accept the allotment made by ALS or if the Applicant(s)/Intending Allottee(s) do not execute the Builder Buyer Agreement within the time stipulated by

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Applicant(s) Signature

ALS for this purpose, then his/her/their entire booking amount shall be forfeited by ALS and the Applicant(s)/Intending Allottee(s) shall be left with no right, interest or claim on the proposed apartment or its booking or otherwise on ALS in any other manner whatsoever.

- i) The Applicant(s)/ Intending Allottee(s) acknowledge(s) that ALS has readily provided all information/clarification as required by him/her/them and he/she/they have not relied upon and not been influenced by any architects' plans, sales plans, sale brochures, advertisements, representations warranties, statements or estimates of any nature whatsoever whether written, oral or implied, estimated facilities/amenities to be made available or any other data except as specifically represented in this Application and the Applicant(s)/ Intending Allottee(s) has/have relied solely on his/her/their own judgment in deciding to make this application for purchase of the said apartment.
- j) The Applicant(s)/Intending Allottee(s) undertake(s) to indemnify ALS, its assignees and nominees from and against all consequences resulting from any breach by the Applicant(s)/Intending Allottee(s) of any law or its representations, warranties and undertakings found to be untrue.

14. LOAN FACILITY

- a) In case the Applicant(s)/Intending Allottee(s) wish(es) to avail of loan facility for the purchase of Apartment applied for, ALS shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding upon and applicable exclusively upon the Applicant(s)/Intending Allottee(s) only.
- b) In case the Applicant(s)/Intending Allottee(s) opt(s) to pay the agreed price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to ALS as per the Payment Plan shall be ensured by the Applicant(s)/Intending Allottee(s), failing which he/she/they shall be governed by the provisions contained in Clause 11 supra.
- c) Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Apartment, where ALS has given permission to mortgage to any Bank/Financial Institution or Company for extending the loan to the Applicant(s)/Intending Allottee(s) against the apartment proposed to be allotted, ALS shall not be responsible towards any third party, who has made payments, remittances to ALS on behalf of the Applicant(s)/Intending Allottee(s) and such third party shall not have any right in or under this Application Form whatsoever. ALS shall issue the Payment Receipts only in favour of the Applicant(s)/Intending Allottee(s). Under all circumstances, the Applicant(s)/Intending Allottee(s) is/are and shall remain solely and absolutely responsible for ensuring and making all the payments due under this application on time.

15. OTHER MISCELLANEOUS TERMS AND CONDITIONS

- a) Joint Applications: The Applicant(s)/Intending Allottee(s) declare(s) and affirm(s) that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both/all and the joint Intending Allottee(s) shall be treated as one single person for the purpose of this application and both/all shall be liable for the consequences jointly as well as severally.
- b) Correspondence: The Applicant(s)/Intending Allottee(s) shall get his/her/their complete address registered with ALS at the time of booking of the Apartment and it shall be his/her/their responsibility to inform ALS by registered Post/AD about all or any subsequent changes, if any, failing which all communications/notices etc. sent at the first address as stated by the Applicant(s)/Intending Allottee(s) in the Application shall be deemed to have been received by him/her/them. This is without prejudice to the stipulation that the Applicant(s)/Intending Allottee(s) shall have to strictly comply with the schedule of payment mentioned in the Payment Plan and the Applicant(s)/Intending Allottee(s) shall be fully and solely responsible for any default in payment and the consequences that might arise therefrom. The Applicant(s)/Intending Allottee(s) undertake to abide by all the laws, rules, and regulations relating to U. P. Apartment Ownership Act or any such other Act/Statute as may be applicable from time to time to the said Apartment/Building/Complex.
- c) Rights of Owner/ALS: ALS shall continue to have, as before, the right to make additions, raise more storeys or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/storeys with the existing electric, water, sanitary and drainage sources at its own cost as may be permitted by the competent authorities. Such additional structures and storeys shall be the sole property of ALS. The Applicant(s)/Intending Allottee(s) hereby give(s) consent to the same and agree(s) that he/she/they shall not be entitled to raise any objection or claim at any time in respect thereof.

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Applicant(s) Signature

- d) The specifications of the apartment are subject to change as necessitated during construction. In such an event, material of equally good quality shall be used.
- e) ALS shall provide Fire Safety measures as per the existing Fire Safety Code/Regulations. If due to any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by ALS, any further fire safety measures are required to be provided, the Applicant(s)/ Intending Allottee(s) shall pay for the same on pro-rata basis.
- f) The Applicant(s)/Intending Allottee(s) agree(s) that ALS shall have the right to transfer ownership of the Said Complex in whole or in part to any other entity, whether incorporated or otherwise, by way of sale/disposal or any other arrangement as may be decided by ALS without any intimation, written or otherwise to the Applicant(s)/Intending Allottee(s) and the Applicant(s)/Intending Allottee(s) shall not raise any objection in this regard.
- g) The Applicant(s)/Intending Allottee(s) understand(s) and agree(s) that it shall not have any right to transfer/assign this application in favour of any other person. Notwithstanding this restriction, ALS may at its sole discretion permit such assignment/transfer of this agreement in favour of a nominee on a case to case basis subject always to payment of the transfer /other administrative charges and/or compliance to such other conditions as may be decided by ALS as well as execution of appropriate collateral documentation by the Applicant/Intending Allottee(s) and the proposed Assignee(s)/Transferee(s) to the complete satisfaction of ALS in the format finalized by ALS. In the event the Applicant(s)/Intending Allottee(s) has/have obtained finance/loan against the said Apartment from a Bank/Financial Institution, then a "No Objection" Certificate/Letter by such Bank/Financial Institution shall be submitted to ALS in a format approved by it permitting/consenting to the requested assignment/transfer by the Applicant(s)/Intending Allottee(s). It is made clear that the Applicant(s)/Intending Allottee(s) do(es) not have any enforceable right to demand assignment/transfer of its rights under this Application, the sole discretion of which rests with ALS and the Applicant(s)/Intending Allottee(s) agree(s) that ALS is not bound to permit the requested assignment/transfer even though it may have done so in any other person's case previously or may do so subsequently. ALS in its absolute discretion shall be entitled to impose such conditions as it deems appropriate in case it proceeds to permit transfer from the Applicant(s)/Intending Allottee(s)
- h) In case request for transfer/assignment of rights is permitted by ALS, it shall always be subject to the applicable laws, rules, regulations and directions of the Government. The Applicant(s)/Intending Allottee(s) hereby undertake(s) to indemnify ALS and to keep it harmless at all times from any legal, monetary (including liability for any Stamp Duty, tax, penalty or duties, etc.) or other adverse consequences whatsoever on account of such permission being accorded by ALS on the request of the Applicant(s)/Intending Allottee(s).
- i) All taxes, whether levied or to be levied in future, on the land and/or on the Said Apartment shall henceforth be borne by the Applicant(s)/ Intending Allottee(s).
- j) The Applicant(s)/Intending Allottee(s) agree(s) and permit(s) ALS to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables of his/her/their residential apartment subject to the residential apartment being free of any encumbrances at the time of execution of sale deed. ALS/financial institution/bank shall always have the first lien/charge on the said residential apartment for all its dues and other sums payable by the Applicant(s)/Intending Allottee or in respect of the loan granted for the purpose of the construction of the Complex.
- k) The Applicant(s)/Intending Allottee(s) shall not be entitled to insist on execution and registration of Conveyance Deed till such time it proceeds to make payment of all the amounts payable by him/her/them to ALS. The Applicant(s)/Intending Allottee(s) shall further be bound to execute the Maintenance Agreement as stated elsewhere in this Application, prior to the execution and registration of the Conveyance Deed in its favour by ALS.
- l) The Applicant(s)/Intending Allottee(s) is/are aware of the fact that ALS shall construct at its own costs a club/recreational facility which ALS may in its absolute discretion in due course transfer to any qualified third party identified and deemed appropriate by ALS with the objective of owning, managing and operating such facility on terms and conditions as deemed appropriate by ALS/third party. The right of the Applicant(s)/Intending Allottee(s) to use such facility shall at all times be contingent on due and faithful observance by the Applicant(s)/ Intending Allottee(s) of all rules, bye laws and conditions as may be notified by such third person, transferee or ALS. The right of the Applicant(s)/Intending Allottee(s) to use such facility shall further be contingent on timely payment of club membership charges and other

.....
Applicant(s) Signature

routine club usage charges as may be intimated by such third person, transferee or ALS to the Applicant(s)/Intending Allottee(s) in due course.

16. FORCE MAJEURE

Development and construction of "PAALM HEIGHTS" is subject to force majeure clause, which includes delay in completion of the Project for any reason beyond the control of ALS viz. non-availability of any building material, war or enemy action or any natural calamity or any act of God, etc. In case of delay in delivery of possession as a result of any notice, order, rule, notification of the Government/Public or other Competent Authority or any reason whatsoever beyond the control of ALS and any of the aforesaid events, ALS shall be entitled to a reasonable extension of time.

17. DISPUTE

All or any dispute arising out of or touching upon or in relation to the terms of this application and/or Builder Buyer Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be referred to arbitration of a Sole Arbitrator to be appointed by ALS. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The venue of the arbitration proceedings shall be in GORAKHPUR. The award of the arbitration shall be rendered in English and its decision shall be final and binding upon the parties. The Applicant(s)/Intending Allottee(s) hereby confirm(s) that he/she/they shall have no objection to this appointment.

18. JURISDICTION

Courts at Gorakhpur alone shall have the jurisdiction in all matters arising out of or touching upon or concerning this application and/or Builder Buyer Agreement regardless of the place of execution of this application and/or Builder Buyer Agreement.

19. DECLARATION

I/We, the Applicant(s)/Intending Allottee(s), do hereby declare that my/our application for allotment by ALS is irrevocable and that the above particulars/information given by me/us is true and correct and nothing has been concealed therefrom. I/We have read and understood the above-mentioned terms and conditions, documents, referred to above and agree to abide by them.

Date.....

Place

.....
Applicant(s) Signature

Checklist for Receiving Officer :

- a) Application Money
- b) 2 Nos. PP Photographs of all the Applicant(s) in the case of Individuals / Partners
- c) Customer's Signature on all pages of the application form
- d) PAN No./Form 60/ Form 49A
- e) For companies: Memorandum & Articles of Association and /Board resolution
- f) Partnership firm: Partnership Deed and authorization
- g) For foreign nationals: IPI-7/ Passport Photocopy
- h) For NRI : Copy of passport & payment through NRE /NROA/c

1. Remarks:

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Date

Received By

Verified By

Approved By

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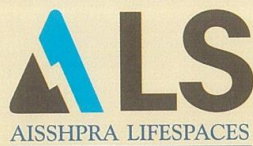
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Applicant(s) Signature





2nd floor, Baldev Plaza, Golghar, Gorakhpur - 273001 (U.P.) India

Office: 0551 2200292, +91 8948888881, 8948888882

E-mail: admin@als.net.in | Web: www.aishpralifespaces.com